

CORELIGHT, INC.**DATA PROCESSING ADDENDUM**

This Data Processing Addendum, including its Attachments, (“**DPA**”) forms part of the Master Customer Agreement or other written or electronic agreement between Corelight, Inc. and/or its affiliates (“**Corelight**”) and **Customer** (the entity receiving Offerings) for the purchase of products and services (including associated Corelight offline or mobile components) from Corelight (identified either as “Offerings” or otherwise in the applicable agreement, and hereinafter defined as “**Offerings**”) (the “**Agreement**”) to reflect the Parties’ agreement with regard to the processing of Personal Data.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Legislation, in the name and on behalf of its Authorized Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Offerings to Customer pursuant to the Agreement, Corelight may process personal data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DPA Overview:

This DPA consists of two parts: the main body of the DPA, and Attachment 1 and 2.

This DPA has been pre-signed on behalf of Corelight. Attachment 2, section 1 has been pre-signed by Corelight, Inc. as the data importer. Please note that the contracting entity under the Agreement may be a different entity to Corelight, Inc.

To complete this DPA, Customer must:

Complete the information in the signature box and sign the main body of this DPA in the signature block below.

Send the completed and signed DPA to Corelight via email to legal@corelight.com. Except as otherwise expressly provided in the Agreement, this DPA shall be legally binding upon receipt, provided that no modifications or revisions have been made aside from completing the missing information.

For the avoidance of doubt, a signed DPA shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Attachment 2.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Account Data**” means Personal Data that relates to Corelight’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Account Data also includes any data Corelight may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Offerings pursuant to the Agreement between Customer and Corelight, but has not signed its own Order Form with Corelight and is not a “Customer” as defined under this DPA.

“**Authorized Sub-Processor**” means a third-party who has a need to know or otherwise access Customer’s Personal Data to enable Corelight to perform its obligations under this DPA or the Agreement, and who is authorized under the Authorized Sub-Processor section of this DPA.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its associated regulations, as amended by the California Privacy Rights Act of 2020.

“**Company Account Data**” means personal data that relates to Corelight’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Company Account Data also includes any data Company may need to collect for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws and regulations.

“**Company Usage Data**” means Service usage data collected and processed by Corelight in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Services, and to investigate and prevent system abuse.

“**Customer**” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

“**Customer Data**” means what is defined in the Agreement as “Customer Data” or “Your Data”, provided that such data is electronic data and information submitted by or for Customer to the Offerings and provided that such data constitutes “personal data” under the

GDPR and “personal information” under the CCPA. This DPA does not apply to Content or Non-Corelight Functionality as defined in the Agreement or, if not defined in the Agreement, as defined in the Master Customer Agreement at www.corelight.com/legal/agreements.

“**Customer Data Incident**” means a breach of the security leading to the unlawful or accidental loss, alteration, destruction, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise processed by Corelight or its Sub-processors of which Corelight becomes aware.

“**Data Protection Legislation**” means all applicable laws and regulations in any relevant jurisdiction relating to the use or processing of Personal Data including: (i) the CCPA, (ii) the GDPR, (iii) the Swiss Federal Act on Data Protection, (iv) the UK GDPR, (v) the UK Data Protection Act 2018, and (vi) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case as updated, amended or replaced from time to time. The terms “Personal Data”, “processing”, “processor”, “controller”, and “supervisory authority” shall have the meanings set forth in the GDPR. Where the CCPA or other Data Protection Legislations that use the following terms apply to this DPA, references in this DPA to: “controller” includes “Business”; “processor” includes “Service Provider”; “data subject” includes “Consumer”; and “personal data” includes “personal information,” in each case as the latter is defined by the CCPA or the applicable Data Protection Legislation.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Europe**” means the European Union, the European Economic Area, Switzerland and the United Kingdom.

“**EU SCCs**” means the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

“**ex-EEA Transfer**” means the transfer of Personal Data, which is processed in accordance with the GDPR, from the data exporter to the data importer (or its premises) outside the European Economic Area (the “EEA”), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

“**ex-UK Transfer**” means the transfer of Personal Data, which is processed in accordance with the UK GDPR and the Data Protection Act 2018, from the data exporter to the data importer (or its premises) outside the United Kingdom (the “UK”), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the UK GDPR.

“**Personal Data**” means any Customer Data that is personal data, as such term is defined in the GDPR.

“**Public Authority**” means a government agency or law enforcement authority, including judicial authorities.

“**Standard Contractual Clauses**” means the EU SCCs and UK SCCs.

“**Sub-processor**” means any entity that processes Personal Data on behalf of Customer engaged by Corelight, including as applicable any “service provider” as that term is defined by the CCPA.

“**UK GDPR**” means the GDPR as it forms part of the law of England and Wales by virtue of Section 3 of the European Union (Withdrawal Act 2018).

“**UK SCCs**” means the standard contractual clauses approved by the European Commission for transfers of Personal Data to countries not otherwise recognized as offering an adequate level of protection for Personal Data by the European Commission, being either (i) controller-to-processor clauses as approved by the European Commission in Commission Decision 2010/87/EU, dated 5 February 2010 (as amended and updated from time to time) (“UK Controller-to-Processor SCCs”); or (ii) controller-to-controller clauses as approved by the European Commission in Commission Decision 2004/915/EC, dated 27 December 2004 (as amended and updated from time to time) (“UK Controller-to-Controller SCCs”).

“**Usage Data**” means Offering usage data collected and processed by Corelight in connection with the provision of the Offerings, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Offerings, and to investigate and prevent system abuse.

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the processing of Personal Data, Customer may act either as a data controller or processor and, except as expressly set forth in this DPA or the Agreement, Corelight is a data processor, and Corelight may engage Sub-processors pursuant to the requirements set forth in the “Sub-processors” section below.

2.2. Customer’s Processing of Personal Data. Customer shall, in its use of the Offerings, process Personal Data in accordance with the requirements of Data Protection Legislation, including any applicable requirement to provide notice to Data Subjects of the use of Corelight as processor (including where the Customer is a processor, by ensuring that the ultimate controller does so). For the avoidance of doubt, Customer’s instructions for the processing of Personal Data shall comply with Data Protection Legislation. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer

acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Offerings will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data to the extent applicable under Data Protection Legislation. Customer shall not provide or make available to Corelight any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Offerings and shall indemnify Corelight from all claims and losses in connection therewith.

2.3. Corelight's Processing of Personal Data.

2.3.1. Corelight will process Personal Data only: (i) in accordance with Customer's documented instructions; (ii) in accordance with the Agreement and applicable Order Form(s) and/or as set forth in Attachment 2; (iii) as initiated by Users in their use of the Offerings; (iv) to comply with this DPA or other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by Supervisory Authority to which Corelight is subject, in such a case, Corelight shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; and (v) in accordance with applicable Data Protection Legislation.

2.3.1.1. Corelight may only modify or delete Personal Data processed on behalf of Customer if instructed to do so by Customer. Should Corelight be required by law to process Personal Data for another reason, Corelight will inform Customer of such requirement unless that law prohibits such information on important grounds of public interest.

2.3.1.2. Corelight will only retain Personal Data as long as is necessary to provide the Offerings. Upon the conclusion of the Offerings, Corelight will destroy any Personal Data it possesses unless further storage of such Personal Data is required or authorized by applicable law. If destruction is impracticable or prohibited by law, rule or regulation, Corelight shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Customer and Corelight have entered into Standard Contractual Clauses as described in Transfers of Personal Data, the parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the UK SCCs shall be provided by Corelight to Customer only upon Customer's request.

2.3.1.3. Corelight will comply with applicable Data Protection Legislation to the extent that such laws impose an obligation upon Corelight as a processor in connection with the Offerings.

2.3.2. Subject-Matter of Processing. The subject-matter of processing for Personal Data by Corelight is the performance of the Offerings pursuant to the Agreement. The duration of the processing, the nature and purpose of the processing, the types of Personal Data and categories of Data Subjects processed under this DPA are further specified in Attachment 2 to this DPA.

2.3.3. CCPA. Except with respect to Account Data and Usage Data, where Corelight's processing of personal data is subject to the CCPA as personal information under the CCPA, the parties acknowledge and agree that Corelight is a service provider for the purposes of the CCPA (to the extent it applies) and agree the following terms will apply to supplement the DPA and will control over any conflicting provisions of the DPA: (a) each party will comply with its obligations under the CCPA; (b) data subject rights and Corelight's obligations with respect to those data subject rights, as described in this DPA, also apply to Consumer rights under the CCPA; (c) Corelight is receiving personal information from Customer in order to provide the Offerings pursuant to the Agreement, which constitutes a business purpose; (d) Corelight shall not "sell" or "share" any such personal information, as each term is defined in the CCPA; (e) Corelight shall not retain, use, or disclose any personal information provided by Customer pursuant to the Agreement except as necessary for the specific purpose of performing the Offerings for Customer pursuant to the Agreement, or otherwise as set forth in the Agreement or as permitted by the CCPA; (f) Corelight will not combine personal information controlled by Customer with personal information Corelight receives from other customers, except as may be permitted by the Agreement or applicable Data Protection Legislation; (g) Corelight will take steps to ensure that Sub-processors or any other person engaged by Corelight to assist in the processing of personal information are "service providers" under the CCPA, and Corelight will enter into a written agreement with each service provider obligating the service provider to the applicable requirements under the CCPA; (h) Corelight will notify Customer if Corelight makes a determination that it can no longer meet its obligations under the CCPA; and (i) Customer will have the right, upon notice to Corelight, to take reasonable and appropriate steps to stop and remediate any unauthorized use of personal information and to help to ensure that Corelight uses the personal information in a manner consistent with Customer's obligations under the CCPA.

3. DATA SUBJECTS' RIGHTS

Corelight shall, to the extent legally permitted, promptly notify Customer of any dispute, complaint, or request it has received from a Data Subject such as a Data Subject's right to exercise any individual rights afforded by applicable Data Protection Legislation, including the rights to rectification, right of access, erasure ("right to be forgotten"), data portability, restriction of processing, object to the processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Corelight shall not respond to a Data Subject Request itself, except that Customer authorizes Corelight: (i) to redirect the Data Subject Request as necessary to allow Customer to respond directly or (ii) to advise the Data Subject to submit their request to Customer. Customer shall be responsible for responding to any such Data Subject Request, including, where necessary, by using the functionality of the Offerings. Taking into account the nature of the processing, Corelight shall, at Customer's request, assist Customer by applying appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request and/or in demonstrating such compliance under Data Protection Legislation Solely to the extent Customer, in its use of the Offerings, does not have the ability to address a Data Subject Request, Corelight shall upon Customer's request provide

commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Corelight is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Corelight's provision of such assistance. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to Corelight, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

4. CORELIGHT PERSONNEL

- 4.1. **Data Protection Officer.** Corelight has appointed someone to act as a data protection officer. The appointed person may be reached at legal@corelight.com.
- 4.2. **Reliability.** Corelight shall take commercially reasonable steps to ensure the reliability of any Corelight personnel engaged in the processing of Personal Data.
- 4.3. **Confidentiality.** Corelight shall ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.
- 4.4. **Access Limitations.** Corelight shall ensure that Corelight's access to Personal Data is limited to those personnel performing Offerings in accordance with the Agreement.

5. AUTHORIZED SUB-PROCESSORS

- 5.1. **List of Current Authorized Sub-processors.** A list of Corelight's current Authorized Sub-Processors (the "List") will be made available to Customer upon Customer's written request. Such List may be updated by Corelight from time to time.
- 5.2. **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Corelight may engage its Affiliates and the Authorized Sub-processors to access and process Personal Data in connection with the Offerings; and (b) Corelight and Corelight's Affiliates may from time to time engage additional third-party Sub-processors in connection with the provision of the Offerings, including without limitation the processing of Personal Data. Corelight agrees to enter into a written agreement with each Authorized Sub-processor containing, in substance, data protection obligations no less protective than those in the Agreement with respect to the protection of Customer Personal Data to the extent applicable to the nature of the Offerings provided by such Authorized Sub-processor. By way of this DPA, Customer provides general written authorization to Corelight to engage sub-processors as necessary to provide the Offerings.
- 5.3. **Liability.** Corelight shall be liable for the acts and omissions of its Sub-processors to the same extent Corelight would be liable if performing the services of each Sub-processor directly under the terms of this DPA, unless otherwise set forth in the Agreement.
- 5.4. If Customer and Corelight have entered into Standard Contractual Clauses as described in Transfers of Personal Data herein, (i) the above authorizations will constitute Customer's prior written consent to the subcontracting by Corelight of the processing of Personal Data, if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Sub-Processors that must be provided by Corelight to Customer pursuant to Clause 5(j) of the UK SCCs or Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Corelight beforehand, and that such copies will be provided by the Corelight only upon request by Customer.

6. SECURITY

- 6.1. **Protection of Customer Data.** Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes or processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Corelight shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data.

7. AUDIT

- 7.1. **Conditions.** Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Customer may audit Corelight's compliance with this DPA should a third-party audit report, such as a SOC 2 or other similar audit report, not be reasonably sufficient under Data Protection Legislation to demonstrate Corelight's compliance with prevailing data security standards applicable to the processing of Customer's Personal Data or address the scope of the proposed audit. If the scope of the requested audit is not addressed in an audit report such as SOC 2 or other similar audit report, Corelight will allow Customer's independent third party representative to conduct an audit or inspection of Corelight's data security infrastructure and procedures that is sufficient to demonstrate Corelight's compliance with its obligations under Data Protection Legislation. Customer acknowledges that Corelight operates a multi-tenant cloud environment and Corelight shall have the right to reasonably adapt the scope of any audit, which audit shall be restricted to data relevant to Customer. Any information provided or produced in conjunction with an audit, such as but not limited to notices, reports, and requests, shall be considered Corelight's confidential information.
- 7.2. **Process.** Customer and Corelight shall agree upon the timing, scope, and duration of the audit. Customer shall be responsible for the cost of any such audit or inspection, including, without limitation, all reimbursement to Corelight for any time expended by or on behalf of Corelight for on-site audits. Audits shall occur no more than once in any twelve (12) consecutive months and shall require no less than six (6) weeks advance written notice. Audits shall be conducted during Corelight's normal business hours, under reasonable duration, and shall not unreasonably interfere with Corelight's day-to-day operations. Customer must promptly

notify Corelight of any non-compliance discovered during an audit and make such audit report available to Corelight at no charge. Upon receipt of such notice, Corelight will take commercially reasonable measures to make any changes necessary to ensure compliance with the DPA. If Customer and Corelight have entered into Standard Contractual Clauses as described in Transfers of Personal Data herein, the parties agree that the audits described in Clause 5(f) and Clause 12(2) of the UK SCCs and Clause 8.9 of the EU SCCs shall be carried out in accordance with this Section.

- 7.3. Third-Party Auditor.** A Third-Party Auditor means an independent contractor that is not a Corelight competitor. Any costs associated with a Third-Party Auditor shall be borne by Customer. Any Third-Party Auditor must be mutually agreed upon by the parties and agree to a confidentiality agreement no less protective than those set forth in the Agreement to protect Corelight's proprietary information.

8. INCIDENT NOTIFICATION AND MANAGEMENT

- 8.1.** Corelight shall notify Customer without undue delay of a Customer Data Incident. Corelight shall make reasonable efforts to identify the cause of such Customer Data Incident and take such steps as Corelight, in its sole discretion, deems necessary and reasonable to remediate the cause of such a Customer Data Incident to the extent the remediation is within Corelight's reasonable control. In the event of a Customer Data Incident, Corelight shall, taking into account the nature of the processing and the information available to Corelight, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Customer Data Incident without undue delay. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users. Corelight's obligation to report or respond to a Customer Data Incident under this Section will not be construed as an acknowledgement by Corelight of any fault or liability with respect to the Customer Data Incident. Any related public statements or notices for the affected Data Subjects or to Public Authorities shall be coordinated in good faith between the parties.

9. AUTHORIZED AFFILIATES

- 9.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, Customer enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Corelight and each such Authorized Affiliate subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement and is a party only to this DPA. All access to and use of the Offerings by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2. Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Corelight under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3. Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to this DPA with Corelight, it shall to the extent required under applicable Data Protection Legislation be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1.** Except where applicable Data Protection Legislation require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Corelight directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA, not separately for each Authorized Affiliate individually, but in a combined manner for itself and all of its Authorized Affiliates together.
- 9.3.2.** The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an On-Site Audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Corelight and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Corelight, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Corelight's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. GOVERNMENT ACCESS REQUESTS

- 11.1. Requirements.** In its role as a processor, Corelight shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Legislation, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If Corelight receives a legally binding request to access Personal Data

from a Public Authority, Corelight shall (i) unless otherwise legally prohibited, promptly notify Customer including a summary of the nature of the request and cooperate to allow Customer to seek a protective order or other appropriate remedy; and (ii) attempt to redirect such Public Authority to request that data directly from Customer. As part of this effort, Corelight may provide Customer's basic contact information to the Public Authority. Corelight shall not voluntarily disclose the Personal Data requested until required to do so under the applicable law. Corelight shall promptly notify Customer if Corelight becomes aware of any direct access by a Public Authority to Personal Data and provide information available to Corelight in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require Corelight to pursue action or inaction that could result in civil or criminal penalty for Corelight such as contempt of court.

11.2. Corelight shall ensure that Sub-processors involved in the processing of Personal Data are subject to the applicable commitments regarding Government Requests in the Standard Contractual Clauses.

12. TRANSFERS OF PERSONAL DATA

12.1. Definitions. For the purposes of this Section and Attachment 1 these terms shall be defined as follows:

12.1.1. "EU C-to-P Transfer Clauses" means sections I, II, III and IV of the EU SCCs (as applicable) to the extent they reference Module Two (Controller-to-Processor).

12.1.2. "EU P-to-P Transfer Clauses" means sections I, II, III and IV of the EU SCCs (as applicable) to the extent they reference Module Three (Processor-to-Processor).

12.1.3. "EU C-to-C Transfer Clauses" means sections I, II, III and IV (as applicable) of the EU SCCs to the extent they reference Module One (Controller-to-Controller).

12.2. General Terms:

12.2.1. GDPR. Corelight will process Personal Data in accordance with the GDPR requirements directly applicable to Corelight's provision of its Offerings.

12.2.2. Customer Instructions. Corelight shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if Corelight is unable to follow Customer's instructions for the processing of Personal Data.

12.2.3. Transfer mechanisms for data transfers. If, in the performance of the Offerings, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Legislation of Europe, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the parties to the extent such transfers are subject to the Data Protection Legislation of Europe:

12.2.3.1. Ex-EEA Transfers. The parties agree that ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into and completed as set forth in Attachment 1 to this DPA and completed as follows:

12.2.3.2. The EU C-to-P Transfer Clauses. Where Customer and/or its Authorized Affiliate is a data controller and a data exporter of Personal Data and Corelight is a processor and data importer in respect of that Personal Data, then the Parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in section 2 of Attachment 1; and/or

12.2.3.3. The EU P-to-P Transfer Clauses. Where Customer and/or its Authorized Affiliate is a processor acting on behalf of a data controller and a data exporter of Personal Data and Corelight is a processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in sections 1 and 2 of Attachment 1; and/or

12.2.3.4. The EU C-to-C Transfer Clauses. When Corelight is processing Account Data and Company Usage Data as a controller pursuant to Corelight's role as a controller, the parties shall comply with the terms of the EU C-to-C Transfer Clauses, subject to the additional terms in sections 1 and 2 of Attachment 1.

12.2.4. Impact of local laws. As of the date of this Addendum, Corelight has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) Personal Data.

12.2.5. ex-UK Transfers. The parties agree that ex-UK are made pursuant to the UK SCCs, which are deemed entered into and incorporated into this DPA by reference, and completed as follows:

12.2.5.1. References to the GDPR will be deemed to be references to the UK GDPR and the UK Data Protection Act 2018, references to "supervisory authorities" will be deemed to be references to the UK Information Commissioner, and references to "Member State(s)" or the EU will be deemed to be references to the UK.

12.2.5.2. The UK Controller-to-Processor SCCs apply when Corelight processes Personal Data as a processor. The illustrative indemnification clause does not apply. In Clause 4(f) the language "adequate protection within the meaning of Directive 95/46/EC" is deleted and replaced with "a level of data protection that is considered adequate under, or equivalent to, the applicable data protection law." Clause 9, Governing Law, shall read "The Clauses shall be governed by the law of the Member State in which the data exporter is established, but without prejudice to the rights

and freedoms that data subjects may enjoy under their national data protection laws.” In Clause 11(3), the language “, namely...” at the end of the sentence is hereby deleted. Attachment 2 of this DPA serves as Appendix I of the UK Controller-to-Processor SCCs. Attachment 3 of this DPA serves as Appendix II of the UK Controller-to-Processor SCCs.

12.2.5.3. The UK Controller-to-Controller SCCs apply when Corelight processes Company Usage Data and Company Account Data as a controller pursuant to the Authorized Affiliates section of this DPA. Clause II(h) of the UK Controller-to-Controller SCCs shall be deemed to state that Corelight will process Personal Data in accordance with the data processing principles set forth in Annex A of the UK Controller-to-Controller SCCs. The illustrative commercial clause does not apply. Clause IV (Governing Law) shall read “The Clauses shall be governed by the law of the Member State in which the data exporter is established, but without prejudice to the rights and freedoms that data subjects may enjoy under their national data protection laws.” Attachment 2 of this DPA serves as Annex B of the UK Controller-to-Controller SCCs.

12.2.5.4. The parties acknowledge and agree that if any of the UK SCCs are replaced or superseded by new standard contractual clauses issued and approved pursuant to Article 46 of the UK GDPR and related provisions of the UK Data Protection Act 2018 (“New UK SCCs”), the Data Importer may give notice to the Data Exporter and, with effect from the date set forth in such notice, the application of the UK SCCs set forth in this DPA shall be amended so that the UK SCCs cease to apply to ex-UK Transfers, and the New UK SCCs specified in such notice shall apply going forward. To the extent that the use of the New UK SCCs require the parties to complete additional information, the parties shall reasonably and promptly work together to complete such additional information.

12.2.6. Transfers from Switzerland. The parties agree that transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

12.2.6.1. The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the “FADP,” and as revised as of 25 September 2020, the “Revised FADP”) with respect to data transfers subject to the FADP.

12.2.6.2. The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.

12.2.6.3. Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner (“FDPIC”) of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of the Corelight’s Role As A Controller section shall be observed.

12.2.6.4. The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

13. CORELIGHT’S ROLE AS A CONTROLLER

13.1. The parties acknowledge and agree that with respect to Account Data and Usage Data, Corelight is an independent controller, not a joint controller with Customer. Corelight will process Account Data and Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Corelight’s core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Offerings, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Corelight is subject; and (vi) as otherwise permitted under Data Protection Legislation and in accordance with this DPA and the Agreement. Corelight may also process Usage Data as a controller to provide, optimize, and maintain the Offerings, to the extent permitted by Data Protection Legislation. Any processing by Corelight as a controller shall be in accordance with the Corelight’s privacy policy set forth at <https://corelight.com/privacy-policy/>.

14. GENERAL

14.1. This DPA shall only become legally binding between Customer and Corelight when fully executed and will terminate when the Agreement terminates, without further action required by either party.

14.2. If any provision of this DPA is held to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this DPA will remain in full force and effect.


14.3. Conflict. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in the Standard Contractual Clauses; (2) the terms of this DPA; (3) the Agreement; and (4) Corelight’s privacy policy. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CORELIGHT, INC.

CUSTOMER NAME:

Signed By:  _____
275818F76AF64B4...

Signed By: _____

Print Name: JL Stiggins _____

Print Name: _____

Title: VP, Head of Legal _____

Title: _____

Date Signed: July 6, 2023 _____

Date Signed: _____

ATTACHMENT 1**EU SCCs**

For the purposes of the EU SCCs, Customer is the data exporter and Corelight is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the EU SCCs for the transfer of Personal Data, any references to 'Customer' in this Attachment, include such Authorized Affiliate. Where not explicitly mentioned, EU C-to-P Transfer Clauses, EU P-to-P Transfer Clauses, or EU C-to-C Transfer Clauses apply to both of them.

1. STANDARD CLAUSES

- 1.1. Reference to the EU SCCs.** The relevant provisions contained in the EU SCCs are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendices to the EU SCCs is set out in Attachment 2.
- 1.2. Docking clause.** The option under clause 7 shall not apply.
- 1.3. Instructions.** This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to Corelight for the processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to process Personal Data are set out in the Processing of Personal Data section of this DPA and include onward transfers to a third-party located outside Europe for the purpose of the performance of the Offerings.
- 1.4. Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the EU SCCs shall be provided by Corelight to Customer only upon Customer's written request.
- 1.5. Security of Processing.** For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organizational measures set forth in the DPA meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Corelight provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), Personal Data breaches will be handled in accordance with the "Incident Management and Notification" section of this DPA.
- 1.6. Audits of the SCCs.** The parties agree that the audits described in clause 8.9 of the EU SCCs shall be carried out in accordance with the "Audit" section of this DPA.
- 1.7. Use of Authorized Sub-processors.** Option 2 under clause 9 shall apply. Corelight shall make available to Customer the current List of Authorized Sub-processors in accordance with the "Authorized Sub-processors" section of this DPA. Where Corelight enters into the EU P-to-P Transfer Clauses with an Authorized Sub-processor in connection with the provision of the Offerings, Customer hereby grants Corelight and Corelight's Affiliates authority to provide a general authorization on the data controller's behalf for the engagement of sub-processors by Authorized Sub-processors engaged in the provision of the Offerings, as well as decision making and approval authority for the addition or replacement of any such sub-processors.
- 1.8. New Sub-processors – Notification and Objection.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Corelight may engage new Authorized Sub-processors as described in the "Authorized Sub-Processors" section of this DPA. Corelight shall inform Customer of any changes to Authorized Sub-processors following the procedure provided for in the "Authorized Sub-processors" section of this DPA.
- 1.9. Complaints.** For the purposes of clause 11, Corelight shall inform data subjects on its website of a contact point authorized to handle complaints. Corelight shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. Corelight shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.
- 1.10. Supervision.** Clause 13 shall apply as follows:
 - 1.10.1.** Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
 - 1.10.2.** Where Customer is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.
 - 1.10.3.** Where Customer is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as competent supervisory authority.
- 1.11. Government Requests.** For the purposes of clause 15(1)(a), Corelight shall notify Customer (only) and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.

- 1.12. Governing Law.** The governing law for the purposes of clause 17 shall be the law that is designated in the Governing Law section of the Agreement. If the Agreement is not governed by an EU Member State law, the EU SCCs will be governed by either (a) the laws of Ireland; or (b) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.
- 1.13. Choice of forum and jurisdiction.** The courts under clause 18 shall be those designated in the Venue section of the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the parties agree that the courts of either (a) Ireland; or (b) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising from the EU SCCs.
- 1.14. Appendix.** The Appendix shall be completed as follows:
- 1.14.1.** The contents of section 1 of Attachment 2 shall form Annex I.A to the EU SCCs
 - 1.14.2.** The contents of sections 2 to 9 of Attachment 2 shall form Annex I.B to the EU SCCs
 - 1.14.3.** The contents of section 10 of Attachment 2 shall form Annex I.C to the EU SCCs
 - 1.14.4.** The contents of Attachment 3 to this Exhibit shall form Annex II to the EU SCCs.
- 1.15. Conflict.** The EU SCCs are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the EU SCCs will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the EU SCCs, the EU SCCs shall prevail.

2. ADDITIONAL TERMS FOR THE EU P-TO-P TRANSFER CLAUSES

For the purposes of the EU P-to-P Transfer Clauses (only), the Parties agree to the following.

- 2.1. Instructions and Notifications.** For the purposes of clause 8.1(a), Customer hereby informs Corelight that it acts as Processor under the instructions of the relevant data controller in respect of Personal Data. Customer warrants that its processing instructions as set out in the Agreement and this DPA, including its authorizations to Corelight for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant data controller. Customer shall be solely responsible for forwarding any notifications received from Corelight to the relevant data controller where appropriate.
- 2.2. Security of Processing.** For the purposes of clause 8.6(c) and (d), Corelight shall provide notification of a Personal Data breach concerning Personal Data processed by Corelight to Customer.
- 2.3. Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant data controller shall be provided to Corelight by Customer. If Corelight receives an enquiry directly from a data controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant data controller where appropriate.
- 2.4. Data Subject Rights.** For the purposes of clause 10, Corelight shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant data controller.

ATTACHMENT 2

DESCRIPTION OF PROCESSING/TRANSFER

The following includes the information required by Annex I and Annex III of the EU SCCs, and Appendix 1 of the UK SCCs.

1. LIST OF PARTIES

DATA EXPORTER:

Name: Customer and its Authorized Affiliates

Address:

Contact person's name, position, and contact details: As specified in the Agreement

Activities relevant to the data transferred under these clauses: Performance of the Offerings pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: For the purposes of the EU C-to-P and C-to-C Transfer Clauses, Customer and/or its Authorized Affiliate is a Controller. For the purposes of the EU P-to-P Transfer Clauses Customer and/or its Authorized Affiliate is a Processor.

DATA IMPORTER:

Name: Corelight, Inc.

Address: 548 Market St., PMB 77799, San Francisco, CA 94104-5401, USA

Contact person's name, position, and contact details: JL Stiggins, VP, Head of Legal, legal@corelight.com

Activities relevant to the data transferred under these clauses: Performance of the Offerings pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: Processor / Controller

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit Personal Data to the Offerings, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- 2.1. Employees, advisors, freelancers, contractors, and agents of Customer (who are natural persons)
- 2.2. Employees or contact persons of Customer's prospects, customers, business partners and vendors
- 2.3. Customer's Users authorized by Customer to use the Offerings

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer may submit Personal Data to the Offerings, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to names, contact information, device information, connection data, ID data, and localization data.

4. SENSITIVE DATA TRANSFERRED (IF APPLICABLE)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Data exporter may submit special categories of data to the Offerings, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's criminal background.

The applicable security measures are described in Corelight's documentation applicable to the Offerings purchased by Customer, as updated from time to time, and as further described in the Agreement.

5. FREQUENCY OF THE TRANSFER (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous basis depending on the use of the Offerings by Customer.

6. NATURE OF THE PROCESSING

The nature of the Processing is the performance of the Offerings pursuant to the Agreement.

7. PURPOSE(S) OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

Corelight will process Personal Data as necessary to perform the Offerings pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Offerings. Corelight will process Company Usage Data and Account Data for purposes specified in Corelight's Role As A Controller section of the DPA.

8. DURATION OF PROCESSING

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

Corelight will process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing. Corelight will retain Company Usage Data and Account Data as requires for purposes specified in Corelight's Role As A Controller section of the DPA.

9. SUB-PROCESSOR TRANSFERS

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

As per 7 above, the Sub-processor will process Personal Data as necessary to perform the Offerings pursuant to the Agreement. The Sub-processor will process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Offerings and their country of location are listed on Corelight's customer portal.

10. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13:

Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.

Where the data exporter is not established in an EU Member State but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Commission nationale de l'informatique et des libertés (CNIL) - 3 Place de Fontenoy, 75007 Paris, France shall act as the competent supervisory authority.

Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Legislation, the Information Commissioner's Office shall act as the competent supervisory authority.

Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Legislation, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Legislations.

11. TECHNICAL AND ORGANIZATIONAL MEASURES

Corelight will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Personal Data as described in the documentation available to the Offerings purchased by Customer and as set forth in the Agreement. Corelight will not materially decrease the overall security of its Offerings during a subscription term.